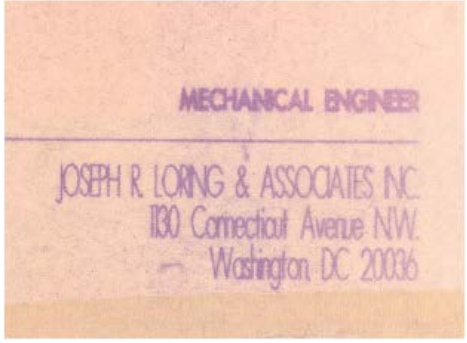
From: Philip Mudd
To: Terry Lamb Sr.; Joshua Hill; Deborah Perry
Cc: Marcus Witowski - WPRA; Mark Stadsklev - WPRA
Subject: Fully Serviced by the Lease Hearing room floor poke-through & Post 6 air conditioning unit
Date: Monday, September 19, 2016 1:04:39 PM
Attachments: image002.png
image001.png
Post 6 AC Replacment and drip pan3341_001.pdf
AC Unit location.pdf
broken poke-thru.pdf
MONA Floor outlet quote 3375_001.pdf
image003.png
Request for equitable adjustment 02_13_1996 .pdf
7.5 Maintenance and Testing of Systems.pdf
14. 552.270-12-Maintenance of Building #GS-11B-30168 172.pdf
33. 552.270-21 Changes (Aug 1992) LEASE #GS-11B-30168 180.pdf
Post 6 AC Replacment and drip pan3341_001.pdf
Cellar 1 East color (002).pdf

Terry

I apologize for all these attachments
I spoke with Josh last week about these lease issues. He indicated that he had some off-line conversation with Deborah regarding the efficacy of just a drip pan and suggested possibly a PVC pipe threaded into a nipple at the bottom of the pan (dropping 10' or so Into the shaft) would help to keep the condensate water away from the cinderblock past the Post 6 floor slab in the shaft.

I looked at the problem last week, the opening for the unit doesn't allow for the AC Unit to tilt back allowing for the proper drainage of condensate water. A successful modification would more than likely require the AC Unit opening be enlarged and the installation of a drip pan the Both the AC Unit and the poke-through plug are fully serviced by the lease. I am sure the Mechanical Engineer Joseph Loring & Associates looked at this requirement as simple and not requiring much more than cutting a hole in the shaft and placing a window unit in the hole. These are permit drawings and the assumption was (by DC government) that the notation's in the drawings were "engineered". The lessor has paid for the replacement of this unit in the past, plus and along with everything in the building that carried over in the lease extension, it is fully serviced by the lease.



From: Philip Mudd
Sent: Tuesday, September 06, 2016 1:44 PM
To: Joshua Hill <joshua.hill@ferc.gov>; Terry Lamb Sr. <terry.lamb@ferc.gov>
Subject: Hearing Room #4 floor outlet & Post 6 air conditioning unit

This email has all of the documentation

Dear Deborah

We would like to bring to your attention both of the maintenance issues that you recently have requested funds from the government to repair are fully serviced by the lease:. **(1)** the hearing room #4 **floor outlet** and **(2)** the **air conditioning unit** at the Post 6 (P1 Guard booth)

Please refer to **7.5 Maintenance and Testing of Systems** "The lessor is responsible for the total maintenance of the lease premises including above standard tenant construction" ;
The Lessor's responsibilities are further defined in the General Clauses of the lease **14. 552.270-12- Maintenance of Building and Premises- Right of Entry** "except in case of damages arising out of willful act or negligence of a

government employee, the lessor shall maintain the premises including the building and all of the equipment, fixtures and appurtenances furnishes by the Lessor....

The AC Unit at Post 6 (P1 Guard Booth) was indicated by the mechanical engineers Joseph Loring (Updated 6/21/1994) in the base building mechanical drawings Cellar Level C-1 Drawing E5.

This guard booth AC Unit was an early requirement by FERC. During 30 day time period allowed the lessor under **33.552.270-21 Changes Clause** the lessor did request an equitable adjustment for the increase in operating costs equipment like this (see proposal dated 02/13/1996). The items that the government and lessor agreed upon for adjustment were memorialized in SLA #5; the Cellar 1 east "window AC Unit" in post 6 was not mentioned in any of the lessor requests.

We have safety/ unsafe work environment concerns and ask that the repaired be expiated ; the condenser water from the AC unit is not draining properly is saturating the cinderblock which has Post 6 smelling damp and moldy, the exposed outlet in hearing room #4 poke-thru is not covered

Body of the lease 7.5 Maintenance and Testing of Systems

7.5 MAINTENANCE AND TESTING OF SYSTEMS

THE LESSOR IS RESPONSIBLE FOR THE TOTAL MAINTENANCE AND REPAIR OF THE LEASED PREMISES INCLUDING THE ABOVE STANDARD TENANT CONSTRUCTION DESCRIBED IN ATTACHMENT #3, IN ACCORDANCE WITH PARAGRAPH 15, GSA FORM 3517. SUCH MAINTENANCE AND REPAIRS INCLUDE THOSE REQUIRED FOR THE BUILDING(S), THE SITE AND ANY PRIVATE ACCESS ROADS. ALL EQUIPMENT AND SYSTEMS SHALL BE MAINTAINED TO PROVIDE RELIABLE, ENERGY EFFICIENT SERVICE WITHOUT UNUSUAL INTERRUPTION, DISTURBING NOISES, EXPOSURE TO FIRE OR SAFETY HAZARDS, UNCOMFORTABLE DRAFTS, EXCESSIVE AIR VELOCITIES OR NOISES, OR UNUSUAL EMISSIONS OF DIRT. THE LESSOR'S MAINTENANCE RESPONSIBILITY INCLUDES INITIAL SUPPLY AND REPLACEMENT OF ALL SUPPLIES, MATERIALS, AND EQUIPMENT NECESSARY FOR SUCH MAINTENANCE. MAINTENANCE TESTING, AND INSPECTION OF APPROPRIATE EQUIPMENT AND SYSTEMS MUST BE DONE IN ACCORDANCE WITH APPLICABLE CODES, AND INSPECTION CERTIFICATES MUST BE DISPLAYED AS APPROPRIATE. COPIES OF ALL RECORDS IN THIS REGARD SHALL BE FORWARDED TO THE GSA FIELD OFFICE MANAGER OR A DESIGNATED REPRESENTATIVE.

WITHOUT ANY ADDITIONAL CHARGE, THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE LESSOR OR HIS REPRESENTATIVE TO TEST ONCE A YEAR, WITH PROPER NOTICE, SUCH SYSTEMS AS FIRE ALARM, SPRINKLER, EMERGENCY GENERATOR, ETC. TO ENSURE PROPER OPERATION. UPON REQUEST, APPROPRIATE OPERATIONS AND MAINTENANCE MANUALS SHALL BE MADE AVAILABLE FOR THE GOVERNMENT'S REVIEW DURING THESE TESTS. THESE TESTS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CONTRACTING OFFICER.

General Clauses of the lease 14. 552.270-12- Maintenance of Building and Premises- Right of Entry

14. 552.270–12 – MAINTENANCE OF BUILDING AND PREMISES – RIGHT OF ENTRY (AUG 1992)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

From: Deborah Perry [mailto:dperry@ucpmanagement.com]
Sent: Friday, September 02, 2016 11:29 AM
To: Joshua Hill; Terry Lamb Sr.
Cc: Philip Mudd
Subject: FW: Hearing Room #4 floor outlet

When Jim Marshall from Mona was mounting the outlet strips last week in the hearing rooms, he saw that this particular floor outlet was exposed and requires repair. Unfortunately the existing floor outlet is old and the covers are no longer available. Under separate cover I will be sending you a proposal from Mona with some additional information on a new poke thru. If you wish to have fixed just let me

know and we'll take care of right away. I believe that Phil is aware of this problem and may be able to provide further insight. Thanks.

Deborah A. Perry, CPM
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Washington, D.C. 20015
202-789-0754 (direct)
202-289-6000 (main)
202-898-0053 (fax)
202-215-9616 (cell)
E-mail: dperry@ucpmanagement.com

From: Deborah Perry [mailto:dperry@ucpmanagement.com]
Sent: Thursday, August 25, 2016 12:45 PM
To: Joshua Hill <Joshua.Hill@ferc.gov>; Terry Lamb Sr. <Terry.Lamb@ferc.gov>
Cc: Tracey D. Dickens <tdickens@ucpmanagement.com>; Lewis Cabbagestalk <lcabbagestalk@ucpmanagement.com>
Subject: FW: New AC Unit for Post 6

Josh –

I was advised by FERC that the AC unit in the Post 6 guard booth is not operating correctly, and allows condensation to leak into the back block wall of the booth where it is installed.

Attached is a proposal to replace the current unit with a similar residential window unit. In addition, I have included the cost to install a drip pan which the current unit does not have. This pan will fit directly underneath the unit and have a drip edge in the back which will slant directly into the shaft. This will force the condensation away from the wall. Please see the attached proposal and advise if you wish to proceed under the BPA. Thank you.

Deborah

Deborah A. Perry, CPM
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